

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Second Amendment to Agreement for Architectural Services by and between the City of El Paso and Martinez & Johnson|Architecture, P.C. for the design of the interior of the Children's Theatre. The cost of the additional design services and subsequent related construction costs are to be paid for by the El Paso Community Foundation.

ADOPTED this the 25th day of May 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:



Irene D. Ramirez
Interim City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This **Second Amendment** is made this **25th day of May, 2004**, by and between **THE CITY OF EL PASO**, hereinafter referred to as the **“Owner”**, and **MARTINEZ & JOHNSON ARCHITECTURE, P.C.**, hereinafter referred to as the **“Architect”**.

WHEREAS, PT Annex, a limited liability company within the State of Texas, entered into an Agreement for Architectural Services with the Architect for a Project related to the renovation of the Plaza Theatre and Centre Annex (the “Agreement”); and

WHEREAS, the Agreement was assigned by PT Annex to the Owner via agreement of September 17, 2002, and the Owner assumed all rights, title and interest of PT Annex, with regard to the architectural services of the Architect, with regard to the Agreement; and

WHEREAS, a First Amendment was entered into by and between the Architect and the Owner effective on or about March 29, 2004; and

WHEREAS, the Owner now desires to have the design for the interior of the Children's Theatre in the Centre Annex completed, and the cost of these additional design services and certain subsequent related construction costs are pursuant to other written agreements to which the City is a party to be paid for by the El Paso Community Foundation;

NOW, THEREFORE, it is hereby agreed as follows:

I. Scope of Services

In accordance with Section II, *Additional Services of the Architect*, Part A, *General*, of the Agreement, the Owner hereby authorizes the Architect to provide the following:

1. Prepare design development and construction documents for the Children's Theatre on the 2nd floor of the Centre Annex building.
2. Provide a cost estimate for the proposed construction with respect to the Children's Theatre.
3. Assist with negotiations of a change order with the contractor for this Children's Theatre work.
4. Provide construction phase services during the Children's Theatre construction.
5. Meet and consult with the Texas Historic Commission on an as needed basis.

II. Time of Completion

The Architect shall complete the Design Development drawings within thirty (30) working days following written authorization from the Owner to proceed. The Architect shall complete the Construction Documents within twenty (20) working days following written authorization from the Owner to proceed.

III. Payments to Architect

The Owner shall pay the Architect an amount not to exceed **SEVENTY-FOUR THOUSAND and NO/100 DOLLARS (\$74,000.00)** for the requested services performed under this Second Amendment including a maximum allowance of TEN THOUSAND and 00/100 DOLLARS (\$10,000.00) for meetings and consultation with the Texas Historic Commission, if necessary.

Payment shall be contingent on the Owner's approval of the work performed by the Architect. The method of payment shall be pursuant to the schedule of payments outlined in the Agreement. The Architect's fee proposal for the additional services is attached hereto as **Exhibit "A"**.

IV. Terms and Conditions

All terms and conditions of the Agreement and any subsequent amendments, except as herein revised, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY:

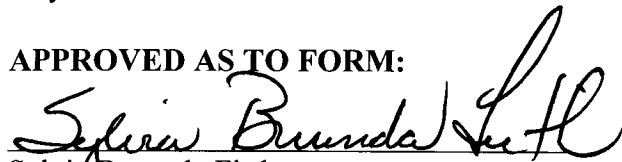
CITY OF EL PASO,
a Texas municipal corporation

Joe Wardy
Mayor

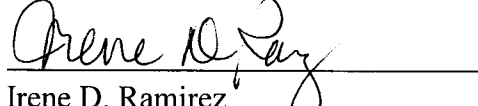
ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:


Irene D. Ramirez
Interim City Engineer

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

**MARTINEZ & JOHNSON |
ARCHITECTURE, P.C.**

By: _____
GARY F. MARTINEZ, AIA, President

CONSENTS WITHOUT BEING PARTIES TO THE AMENDMENT:

PT ANNEX:

PT ANNEX, LLC,
a Texas limited liability company

By: _____
Name: JANICE W. WINDLE
Title: President

ACKNOWLEDGMENTS:

[illegible]

This instrument was acknowledged before me on this _____ day of May 2004, by Joe Wardy, as Mayor of the City of El Paso (El Paso, Texas).

Notary Public, State of Texas

THE STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of May 2004, by Gary F. Martinez, as President of Martinez & Johnson | Architecture, P.C.

Notary Public, State of _____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of May 2004, by Janice W. Windle, as President of PT Annex, LLC.

Notary Public, State of Texas